

Remarks

Introduction

This Reply is submitted in response to the Office Action mailed July 6, 2011. After entering the above amendments and new claims, Claims 1-6, 10 and 12-19 will be pending with Claims 1-6, 10 and 12-16 rejected.

Claim 16 was rejected under 35 U.S.C. § 101 as being directed to non-statutory subject matter.

Claims 1-6, 10 and 12-16 were rejected under 35 U.S.C. § 103(a) as being obvious in view of U.S. Patent Application Publication No. 2003/0135737 ("Bouthors") in combination with U.S. Patent Application Publication No. 2003/0163540 ("Dorricott").

Reconsideration and allowance of this application is respectfully requested in view of the above amendments and following remarks.

Summary of Telephonic Interview

Applicant's undersigned attorney wishes to thank Examiner Wright for the courtesies extended during the telephonic interview conducted on October 14, 2011. During the interview, the discussion largely focused on recitations of Applicant's currently pending independent Claim 1 and the outstanding obviousness rejections as well as the portions of Bouthors and Dorricott relied upon to reject independent Claim 1.

During the call, the Examiner withdrew his assertions made on pages 12 and 13 of the final Office Action, and acknowledged that Applicant's claims do in fact recite, among other things, that (1) a default email policy that is applied to outgoing messages and (2) the default mail policy indicates at least one of how and whether a sent message, received from a sender omitted from said list of computer system users, is to be further transmitted across said network; and is more restrictive than each of said sender-specific mail policies.

The Examiner also helped Applicant's attorney understand how the Examiner was reading the claims and the cited documents. In discussing the claims and cited documents, the Applicant's attorney and the Examiner agreed that the cited documents do

not show or otherwise suggest applying a default mail policy in response to determining there is no verified digital signature. As such, the Examiner said he would be willing to withdraw the current rejections (and conduct another search) if Applicant reopened prosecution by filing a Request for Continued Examination and amended the claims to remove some of the alternative claim language as shown in the amendments being submitted herein to independent Claims 1, 10 and 16.

At the conclusion of the call, the Examiner asked that Applicant provides written remarks and amendments consistent with those presented during the interview for further consideration. Accordingly, this paper includes remarks and amendments consistent with those discussed during the telephonic interview. Applicant respectfully submits, for at least the reasons set forth below, this application is in condition for allowance in view of the currently cited documents.

Response to the 35 U.S.C. § 101 Rejections of Claim 16

Claim 16 was rejected under 35 U.S.C. § 101 as being directed to non-statutory subject matter. In particular, the Examiner rejected the claims for being directed to a "computer product" that was not coupled to hardware (e.g., storage medium or computer). Although Applicant submits that "a mail server in a local computer network, ... comprising: a plurality of user computers ..." requires the computer product to be coupled with hardware, to expedite allowance Applicant has amended independent Claim 16 to recite: "[a] computer program product on a non-transitory storage medium of a mail server in a local computer network, ... comprising: a plurality of user computers" Applicant submits that amended Claim 16 is unambiguously tied to a machine/hardware and that the amendment is inherently supported by the originally-filed specification. Accordingly, Applicant respectfully requests that the rejections of Claims 7 and 16 be withdrawn.

Response to Rejections of Independent Claims 1, 10 and 16

As amended, independent Claims 1, 10 and 16 are generally directed to systems, methods and a computer program product that, after a mail message is not determined to contain a verified digital signature corresponding to a sender indicated in the mail

message, applying a default mail policy to the mail message, wherein the default mail policy: (1) indicates at least one of how and whether a sent message, received from a sender omitted from said list of computer system users, is to be further transmitted across said network; and (2) is more restrictive than each of said sender-specific mail policies.

Bouthors suggests an operator determining the rules that a message must satisfy in order to be forwarded to its addressee. *See* Bouthors, abstract. The rules depend on the sender and the addressee of the message. *See id.* If the sender is not verified, “the message will not be forwarded, that is to say not beyond the operator. IN [sic] this case, server 104 interrupts transmission of the message received in step 201.” Bouthors, paragraph [0040].

As such, Bouthors does not apply any default mail policy, let alone the one recited by Applicant’s independent claims, after an outgoing mail message is not determined to contain a verified digital signature. To the contrary, Bouthors simply interrupts the transmission of the message and terminates all further processing of the message. Bouthors, paragraph [0040] and step 206 of FIG. 2 (reproduced below for the Examiner’s convenience).

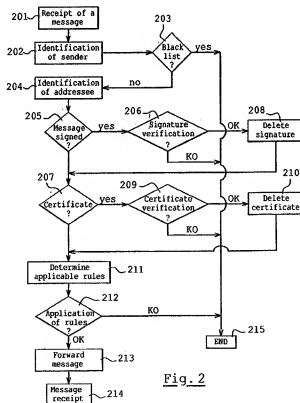


Fig. 2

Hence, Applicant's amended independent Claims 1, 10 and 16 are allowable at least because the cited documents, taken alone or in any proper combination, fail to show or otherwise suggest: applying a default mail policy to the mail message, after a mail message is not determined to contain a verified digital signature corresponding to a sender indicated in the mail message, wherein the default mail policy: (1) indicates at least one of how and whether a sent message, received from a sender omitted from said list of computer system users, is to be further transmitted across said network; and (2) is more restrictive than each of said sender-specific mail policies.

Further, the Examiner acknowledges that: "Bouthers does not expressly teach applicant's claim limitation element of applying [Applicant's claimed] default mail policy" (final Office Action, page 4). To fill this void, the Examiner refers to paragraph [0003] of Dorricott, and asserts that "Dorricott disclosed message filtering techniques that provided the ability to apply an email filter (i.e., default email policy) to an email such that the contents of the messages are examined." Final Office Action, page 4.

The (allegedly) relevant part of paragraph [0003] of Dorricott reads, "Filters are known to check e-mails for spam using several techniques including conventional filters, compliance checking and traffic anomaly detection. For example, filters include software that looks for key words (e.g. XXX, sex, etc.). When a keyword is found the e-mail message is rejected." As such, paragraph [0003] of Dorricott is merely summarizing message filtering by keywords. Nowhere does Dorricott suggest anything akin to Applicant's claimed "a default email policy" that is applied to outgoing messages. Moreover, nowhere does Dorricott suggest a default email policy that is "more restrictive than each of the sender-specific mail policies" applied to outgoing messages, as recited by Applicant's independent Claims 1, 10 and 16.

In summary, Bouthers and Dorricott, taken alone or in any proper combination, fail to show or otherwise suggest among other things, Applicant's claimed applying of a default mail policy to an outgoing mail message after the outgoing message is not determined to contain a verified digital signature corresponding to the sender indicated in the outgoing mail message. Moreover, both Bouthers and Dorricott, taken alone or in any proper combination, fail to suggest Applicant's claimed default email policy (i.e.,

that indicates at least one of how and whether a mail message, received from a sender omitted from a list of users, is to be further transmitted and that is also more restrictive than each of said sender-specific mail policies). For at least these reasons, the recitations of independent Claims 1, 10 and 16 are not shown or otherwise suggested by Bouthers and/or Dorriott. Therefore, Claims 1, 10 and 16 are allowable over Bouthers and/or Dorriott taken alone or in any proper combination.

Response to the Rejections of the Dependent Claims

For at least the foregoing reasons, independent Claims 1, 10 and 16 are patentable over the Bouthers and/or Dorriott, taken alone or in combination. Since Claims 2-9 and 12-15 depend from and necessarily include all of the recitations of one of independent Claims 1 and 10, the cited documents, whether taken alone or in combination, do not teach or suggest the systems or arrangements of dependent Claims 2-9 and 12-15 for at least the same reasons as described above in conjunction with the respective independent claims. Accordingly, it is therefore submitted that the rejections of Claims 2-9 and 12-15 have also been overcome and are also in condition for allowance.

New Dependent Claims 17-19

New dependent Claims 17-19 are fully supported by the originally filed specification and add no new matter. Further, Claims 17-19 are allowable over the currently cited documents for at least the same reasons as independent Claims 1, 10 and 16, onto which Claims 17-19 depend.

Conclusion

In view of the remarks presented above, Applicant submits that the present application is in condition for allowance. As such, the issuance of a Notice of Allowance is therefore respectfully requested. In order to expedite the examination of the present application, the Examiner is encouraged to contact Applicant's undersigned attorney in order to resolve any remaining issues.

It is believed that a one month extension of time, Request for Continued Examination and the corresponding fees are required to enter the amendments shown herein. In the event that any additional petitions and/or other fees are required to allow consideration of this Amendment, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any other fee required therefore (including fees for net addition of claims and/or an extension of time) is also hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,



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ELECTRONICALLY FILED USING THE EFS-WEB ELECTRONIC FILING SYSTEM OF THE UNITED STATES
PATENT & TRADEMARK OFFICE ON NOVEMBER 7, 2011.